

**AMENDMENT TO  
STATE OF OREGON  
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

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This is amendment number 1 to Contract Number 151473 between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**APS Healthcare Quality Review, Inc.  
abn KEPRO, Inc.  
777 East Park Drive  
Harrisburg, PA 17111  
Telephone: (717) 564-8288 Ext. 7026  
E-mail address: [jdougher@kepro.com](mailto:jdougher@kepro.com)  
[www.kepro.com](http://www.kepro.com)**

hereinafter referred to as "Contractor."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Contract is hereby amended as follows:
  - a. Section 3 "Consideration" is hereby amended to change the maximum not-to-exceed from \$25,175,520.00 to \$26,829,270.00.
  - b. Exhibit A, Part 2, Section 4 "Comprehensive Care Coordination" is hereby amended to add Subsection e. as follows:
    - e. Contractor shall commence, no later than September 1<sup>st</sup>, 2016, Evaluations for Prior Authorization (PA) of Services for the FFS population as follows. Contractor is not required to complete out of state provider, transplant or out of hospital birth PA's. OHA will complete all work relevant to those PA types:
      - (1) Complete evaluations and PA's according to appropriate Oregon Administrative Rules (OAR).
      - (2) Complete evaluations and PA's in accordance with Health Evidence Review Commission's Prioritized List per OAR.
      - (3) Complete processing of PA's for the Electronic Document Management System's (EDMS) load time as follows:
        - (a) Immediate Requests will be completed within 24 hours of receipt. (Important: Emergency services do not require PA)
        - (b) Urgent Requests will be completed within 72 hours of receipt
        - (c) Routine Requests will be completed within 10 business days of receipt.

- (4) Complete PA's using OHA's Medicaid Management Information System (MMIS) PA subsystem. Document decisions and clinical judgment within this system.
- (5) Connect the Evaluation and Prior Authorization process to the acuity rating for FFS Clients served to ensure that services are clinically appropriate and timely (i.e. coordinated). This will function will provide Contractor with added information that can potentially improve the care coordination offered to the FFS population and ultimately improve member health outcomes.
- (6) Work with OHA to develop necessary reports to share on file sharing system (see section 13) that will include at a minimum number of PA's received, type of PA, number approved, number pended, number denied, number of PA's handled by reviewer, and number referred for Medical Management review.
- (7) Ensure that staff conducting PA evaluations have adequate knowledge of the Oregon Administrative Rules and Prioritized List of Health Services including amendments and changes that are routinely made.
- (8) Document any impact that Contractor may have by MMIS system and EDMS system/staff issues. These issue will be handled collaboratively and resolution handled mutually.

Exhibit A, Part 3, Section 4 "Method of Payment" is hereby amended as follows, language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:

4. Method of Payment.

- a. Payment for all work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the maximum not-to-exceed amount in Section 3. Consideration. The not-to-exceed amount is budgeted according to the following:
  - (1) Nurse Triage and Advice Line .....\$1,055,520.00
  - (2) Care Coordination Services .....\$16,848,000.00
  - (3) Prior Evaluation/Authorization services .....\$567,000.00
  - (4) Independent and Qualified Agent Services.....\$7,272,000.00

OHA will pay the Contractor based on the rate structure listed below:

- (1) To provide the Nurse Triage and Advice Line ..... \$29,320.00 per month
- (2) To provide Care Coordination services ..... \$3.90 per member per month
- (3) To provide Prior evaluation/Authorization services ..... \$47,250 per month
- (4) To provide IQA Services ..... Refer to Exhibit F Attachment 4

3. OHA's performance hereunder is conditioned upon Contractor's compliance with provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, and 279B.270, which are hereby incorporated by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in 279A.010(1)(ii)).
4. Except as expressly amended above, all other terms and conditions of the initial Contract and any previous amendments are still in full force and effect. Contractor certifies that the representations,

warranties and certifications contained in the initial Contract are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

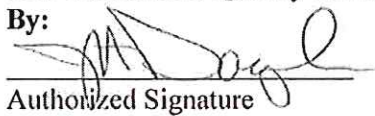
- 5. Certification.** The Contractor acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Contractor and that pertains to this Contract or to the project for which the Contract work is being performed. The Contractor certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Contractor further acknowledges that in addition to the remedies under this Contract, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Contractor. Without limiting the generality of the foregoing, by signature on this Contract, the Contractor hereby certifies that:
- a.** Under penalty of perjury the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
  - b.** The information shown in Contractor Data and Certification, of original Contract or as amended is Contractor’s true, accurate and correct information;
  - c.** To the best of the undersigned’s knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
  - d.** Contractor and Contractor’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
  - e.** Contractor is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;
  - f.** Contractor is not subject to backup withholding because:
    - (1)** Contractor is exempt from backup withholding;
    - (2)** Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
    - (3)** The IRS has notified Contractor that Contractor is no longer subject to backup withholding.
  - g.** Contractor hereby certifies that the FEIN or SSN provided to OHA is true and accurate. If this information changes, Contractor is also required to provide OHA with the new FEIN or SSN within 10 days.

6. Signatures.

**CONTRACTOR: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS.**

APS Healthcare Quality Review, Inc., abn KEPRO, Inc.

By:



Authorized Signature

Joseph A. Dougher

Printed Name

President and  
Chief Executive  
Officer

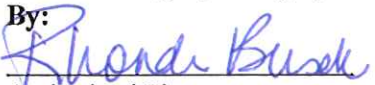
Title

July 21, 2016

Date

**State of Oregon, acting by and through its Oregon Health Authority**

By:



Authorized Signature

Rhonda Beisek

Printed Name

Provider Services

Title

8-11-16

Date

**Approved for Legal Sufficiency:**

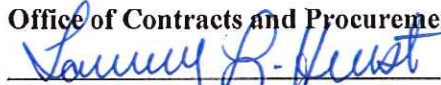
Approved by Jeffrey J. Wahl, Senior Assistant Attorney General, Lead Counsel, Oregon Health Authority and Department of Human Services, on July 19, 2016, email in Contract file.

Reviewed by:

**OHA**

Approved by Trevor Douglas on July 19, 2016, email in Agreement file.

**Office of Contracts and Procurement:**



Tammy L. Hurst, OPBC, OCAC  
Contract Specialist

9/13/16

Date